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JENNIFER N. HUPE, SBN: 256009
LAW OFFICES OF MOKRI & ASSOCIATES
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Attorney for HERITAGE PACIFIC FINANCIAL LLC dba
HERITAGE PACIFIC FINANCIAL

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

In re:
RIGOBERTO CALDERON

) Chapter 7
) Bankruptcy Case No.: 10-92794-E-7
) Adversary Case No: 10-09077-E

HERITAGE PACIFIC FINANCIAL, LLC
D/B/A HERITAGE PACIFIC FINANCIAL, a
Texas Limited Liability Company,
Plaintiff,

DECLARATION OF BEN GANTER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR DEFAULT JUDGMENT

vs.

RIGOBERTO CALDERON

Defendant

I, Ben Ganter, declare as follows:

1. I am the Director of Client Relations for Heritage Pacific Financial, LLC
d/b/a Heritage Pacific Financial. I have personal knowledge of the facts stated herein. I am
familiar with Heritage Pacific Financial's regular course of business and its operations within the
secondary mortgage market. I participate in the purchase of mortgage notes on the secondary
market, on behalf of Plaintiff Heritage Pacific Financial.
2. When purchasing loans on the secondary market, Heritage Pacific Financial

DECLARATION OF BEN GANTER

1 relies *only* on the information provided on the loan application (otherwise referred to as the 1003
2 Application or Uniform Residential Loan Application).

3 3. When seeking to purchase a note on the secondary market, Heritage relies on
4 the stated income of the borrower, the borrower's assets and debts, occupation, and other real
5 property as set forth on the 1003 Application. The borrower signs an "Acknowledgement and
6 Agreement" representing to the lender, its agents, brokers, processors, attorneys, insurers,
7 servicers, successors and assign that the information provided in this application is true and
8 correct. See Exhibit A in support of Plaintiff's Motion for Default Judgment.

9 4. By signing the "Acknowledgement and Agreement" the borrower intends to
10 make these representations to any subsequent note holders, like Heritage Pacific Financial. This
11 acknowledge and agreement is an essential clause to which Heritage Pacific Financial relies on
12 in purchasing the notes from the Lender. Absent this clause, Heritage Pacific Financial would
13 have no incentive to purchase these notes, and the risk of loss would gravely outweigh the cost.

14 5. By relying on the representations contained within the 1003 Application, such as income,
15 assets, occupation and other properties, Heritage Pacific Financial assumes that even if the
16 borrower defaults, Heritage Pacific Financial will still be able to collect on the note considering
17 the amount of income the borrower has represented to make annually. For example, Defendant
18 made the following representations, to which Heritage Pacific Financial relied on when
19 purchasing the subject notes:

20 a. Rigoberto Calderon represented on the 1003 Application (Exhibit A) that he was
21 employed by Signature Foods and earned \$4,000.00 per month.

22 6. Had Heritage Pacific Financial known that the actual income of the borrower
23 was falsely stated on the 1003 Application, Heritage Pacific Financial would not have purchased
24 that note.

25 7. As Director of Client Relations, I am also familiar with the terms, payments
26 received, and defaults associated with these Defendants and have personal knowledge of the
27 following facts:

28 a. Rigoberto Calderon made zero (0) payments on the note and has an unpaid

DECLARATION OF BEN GANTER

1 balance of \$48,800.00 with a 9.500% interest rate.

2 8. Attached as Exhibit "A" is a true and correct copy of Defendant's Uniform Residential
3 Loan Application, otherwise known as a 1003 Form, executed by Defendant, the original of
4 which is maintained in the records of Heritage Pacific Financial in the ordinary course of its
5 business.

6 9. Attached as Exhibit "B" is a true and correct copy of the Promissory Note, executed by
7 Defendant, the original of which is maintained in the records of Heritage Pacific Financial in the
8 ordinary course of its business.

9 10. On or about December 13, 2010, Heritage Pacific Financial sent a Request for
10 Verification of Employment to Seneca Foods at 2801 Finch Road, Modesto California 95354.
11 On or about December 13, 2010, Seneca Foods completed and returned to Heritage Pacific
12 Financial the Request for Verification of Employment form. A true and correct copy of the
13 Request for Verification of Employment is attached as Exhibit "C".

14 11. On or about August 16, 2005, Defendant obtained a loan in the amount of \$48,800.00
15 with 9.500% interest for the purchase of certain real property. (Exhibit B). Defendant acquired
16 a fifteen (15) year loan but failed to make a single payment. The Note was subsequently
17 assigned to Plaintiff as indicated in the Allonge to Note. (Exhibit B). Plaintiff has been
18 damaged in the sum of \$48,800.00 which is the unpaid balance of the Note and the amount of the
19 assignment transaction as set forth in the Allonge to Note.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on Dec. 9th 2011 at Plano, Texas.

23 Heritage Pacific Financial, LLC
24 d/b/a Heritage Pacific Financial

25 By: 
26

27 BEN GANTER
28 Director of Client Relations and Custodian
of Records for Pacific Financial LLC

DECLARATION OF BEN GANTER

EXHIBIT "A"

Unifirst Residential Loan Application CITY FINANCE

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower's spouse will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN									
Mortgage Applied For:	<input type="checkbox"/> VA	<input checked="" type="checkbox"/> Conventional	<input type="checkbox"/> Other:	Agency Case Number	Lender Case Number				
	<input type="checkbox"/> FHA	<input type="checkbox"/> USDA/Rural Housing Service			69				
Amount	\$ 48,800.00	Interest Rate	9.500 %	No. of Months	360	Amortization Type	<input checked="" type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (specify):	
							<input type="checkbox"/> ARM (specify):		

II. PROPERTY INFORMATION AND PURPOSE OF LOAN		
Subject Property Address (street, city, state & zip code)	County	No. of Units
1628 WOODWORTH AVENUE, MODESTO, CA 95351	STANISLAUS	1
Legal Description of Subject Property (attach description if necessary)		Year Built

SEE PRELIMINARY TITLE REPORT

Purpose of Loan	<input checked="" type="checkbox"/> Purchase	<input type="checkbox"/> Refinance	<input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Other (specify):	Property will be:	<input checked="" type="checkbox"/> Primary Residence	<input type="checkbox"/> Secondary Residence	<input type="checkbox"/> Investment
Complete this line if construction or construction-permanent loan.								
Year Lot Acquired	Original Cost	Amount Existing Loans	(a) Present Value of Lot	(b) Cost of Improvements	Total (a-b)			
	\$	\$	\$	\$	\$			
Complete this line if this is a refinance loan.								
Year Acquired	Original Cost	Amount Existing Loans	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made	<input type="checkbox"/> to be made		
	\$	\$		Cost: \$				
Title will be held in what name(s)			Manner in which Title will be held			Estate will be held in:		
RIGOBERTO CALDERON						<input checked="" type="checkbox"/> Fee Simple		
A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY						<input type="checkbox"/> Leasehold (show expiration date)		
Source of Down Payment, Seller's Charges and/or Second Mortgage Financing (explain)								
SAVINGS								

III. BORROWER INFORMATION				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
RIGOBERTO CALDERON							
Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
7248	(209) 238-3848	00000000	12				
<input checked="" type="checkbox"/> Married	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. _____ ages _____		<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower) no. _____ ages _____	
<input type="checkbox"/> Separated				<input type="checkbox"/> Separated			
Present Address (street, city, state, zip code)	<input type="checkbox"/> Own	<input checked="" type="checkbox"/> Rent	3 No. Yrs.	Present Address (street, city, state, zip code)	<input type="checkbox"/> Own	<input type="checkbox"/> Rent	No. Yrs.
MODESTO, CA 95351							
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			
If residing at present address for less than two years, complete the following:							
Former Address (street, city, state, zip code)				Former Address (street, city, state, zip code)			
<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.				<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.			

IV. EMPLOYMENT INFORMATION				Co-Borrower			
Borrower				Co-Borrower			
Name & Address of Employer				Name & Address of Employer			
SIGNATURE FOODS 2201 FINCH ROAD MODESTO, CA 95354							
<input type="checkbox"/> Self Employed				<input type="checkbox"/> Self Employed			
Yrs. on this job				Yrs. on this job			
BY							
Yrs. employed in this line of work/profession				Yrs. employed in this line of work/profession			
13Y							
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	
FORKLIFT DRIVER		(209) 550-2236					
If employed in current position for less than two years or if currently employed in more than one position, complete the following:							
Name & Address of Employer				Name & Address of Employer			
<input type="checkbox"/> Self Employed				<input type="checkbox"/> Self Employed			
Date (from - to)				Date (from - to)			
Monthly Income				Monthly Income			
\$				\$			
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	
Name & Address of Employer				Name & Address of Employer			
<input type="checkbox"/> Self Employed				<input type="checkbox"/> Self Employed			
Date (from - to)				Date (from - to)			
Monthly Income				Monthly Income			
\$				\$			
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	

Florida Mass Form 1003 81UD4

INCOME AND COMBINED HOUSING EXPENSE INFORMATION

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

E/C	Describe Other Income: Note: Alimony, child support, or separate maintenance income need not be reported if the Borrower (B) or Co-borrower (C) does not choose to have it considered for repaying this loan.	Monthly Amount

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Borrower can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was about a non-spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☒ Jointly ☐ Not Jointly

Franchise Mac Form 85 04/04

Borrower's Initials *K-C*

VL ASSETS AND LIABILITIES (CONL)

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):
 Creditor Name Account Number

IX. ACKNOWLEDGMENT AND AGREEMENT[illegible]

Borrower's Signature X <i>[Signature]</i>	Date 8-17-05	Co-Borrower's Signature X	Date
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Y. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

[illegible]

BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input checked="" type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To Be Completed by Interviewer This application was taken by: <input type="checkbox"/> Face-to-face Interview <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Internet		Interviewer's Name (print or type) DIEGO CASTILLO Interviewer's Signature <i>Diego Castillo</i> 8/13/04 Date Interviewer's Phone Number (incl. area code) (209) 526-5311 FAX: (209) 526-7169	
Name and Address of Interviewer's Employer CITY FINANCE 1100 TULLY ROAD SUITE A2 MODESTO, CA 95350			

Certification

The undersigned certify the following:

1. I/We have applied for a mortgage loan from AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.
2. I/We understand and agree that AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP and in the application process, AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP (lender) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP whom (lender) may sell my/our mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP (lender) or any investor that purchases the mortgage may address this authorization to any party named in the loan application or disclosed by any consumer credit reporting agency or similar source.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP (lender) or the investor that purchased the mortgage is appreciated.

NOTICE TO BORROWERS: This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

Rigoberto Calderon
RIGOBERTO CALDERON

8/17-05
(Date)

(Date)

EXHIBIT "B"

NOTE

LOAN NO.: 1206

MIN 100147300050712062
MERS Phone: 1-888-679-6377

WITH BALLOON PAYMENT

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

AUGUST 16, 2005
Date

MODESTO
City

CALIFORNIA
State

1620 WOODWORTH AVENUE, MODESTO, CA 95351-
Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 48,800.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP

Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 9.500 %.
Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 410.34
I will make my payments on the 1st day of each month beginning on OCTOBER, 2005
I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on SEPTEMBER 01, 2020
I still owe amounts under this Note, I will pay all those amounts, in full, on that date.
I will make my monthly payments at AMERICAN MORTGAGE EXPRESS FINANCIAL or at a different place if required by the Note Holder.
P.O. BOX 591726, SAN DIEGO, CA 92159-1726

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment, but not less than U.S. \$ 5.00 and not more than U.S. \$ 20.52. I will pay this late charge only once on any late payment.

(B) Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

Some of those conditions are described as follows:

CALIFORNIA - SECOND MORTGAGE - 6/84 - FNMA/FHLMC UNIFORM INSTRUMENT

Initials: R.C.
Form 3905 - Modified

LENDER SUPPORT SYSTEMS INC. 2ND/SL-CA/NEW (07/05)

Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

NOTICE TO BORROWER

Do not sign this Note if it contains blank spaces.
All spaces should be completed before you sign.


RIGOBERTO CALDERON

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Allonge To Note

Date: AUGUST 16, 2005

Borrower: RIGOBERTO CALDERON

Property Address: 1628 WOODWORTH AVENUE, MODESTO, CA 95351

Amount of Transaction \$ 48,800.00

Without Recourse, Pay to the order of:

~~RESIDENTIAL FUNDING CORPORATION~~

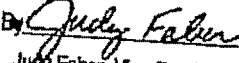
By: 

Dan King
President

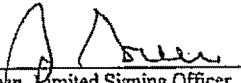
Millennium Funding Group

American Mortgage Express Financial dba Millennium Funding Group

PAY TO THE ORDER OF
U.S. Bank National Association as Trustee
WITHOUT RECOURSE
Residential Funding Corporation


Judy Faber, Vice President

Without Recourse, Pay to the order of
Coltate Capital L.L.C.


Steven Green, Limited Signing Officer
U.S. Bank National Association as Trustee, c/o Residential Funding
Company, LLC fka Residential Funding Corporation, Attorney in
Fact

Without Recourse, Pay to the order of
HERITAGE PACIFIC FINANCIAL, LLC d/b/a
HERITAGE PACIFIC FINANCIAL

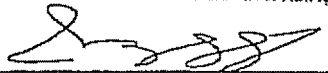

Greg S. Conrady, Manager
Coltate Capital, L.L.C

EXHIBIT “C”

WHEN COMPLETED
FAX TO VERIFICATION DEPT.
@ 972-422-2586



REQUEST FOR VERIFICATION OF EMPLOYMENT

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgage under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgage or borrower may be delayed or rejected. The information in this form is authorized by the Title 38, USC, Chapter 57 (if VA); by 12 USC Section 1701 et seq. (if HUD/FHA); and Title 42 USC 1471 et seq. or 7 USC, 1923 et seq. (if USDA/FmHA).

Instructions:

Lender-Complete Items 1 through 8. Have applicant(s) complete Part I, Item 9, and forward directly to Creditor named in Part I, Item 1.
Lender/Creditor-Please complete Part II and return directly to Lender named in Part I, Item 2.
The form is to be transmitted directly to the Lender and is not to be transmitted through the applicant or any other party.

Part I - Request

1) TO (Name and Address of Employer)

Seneca Foods
2801 Finch Road
Modesto, CA 95354

2) FROM (Name and address of Lender)

Heritage Pacific Financial LLC.
17120 N. Dallas Parkway, Suite 135, Dallas, TX 75248
Phone: 877-272-5528 Fax: 972-422-2586

I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party.

3) Signature of Lender

Rosalinda Cortez

4) Title

VERIFICATION AGENT

5) Date

12/13/2010

6) Loan No.

230139

I have applied for a mortgage loan and stated that I am now or was formerly employed by you. My signature below authorized verification of this information.

7) Name and Address of Applicant (include employee or badge number)

Rigoberto Calderon
SS NO. [REDACTED]-7248

8) Signature of Applicant

SEE ATTACHED AUTHORIZATION

Part II - Verification of Present Employment

9) Applicant's Date of Employment

9-1-88

10) Present Position

Plant Clerk 10-28-10

11) Probability of Continued Employment

12A) Current Gross Base Pay (Enter Amount and Check Period)

☐ Annual ☐ Hourly
☐ Monthly ☐ Other (Specify)
☐ Weekly

\$

13) For Military Personnel Only

Pay Grade

Type

Monthly Amount

Base Pay

\$

14) If Overtime or Bonus is Applicable, Is its Continuance Likely?

Overtime ☐ Yes ☐ No

Bonus ☐ Yes ☐ No

15) If paid hourly - average hours per week

16) Date of applicant's next pay increase

17) Projected amount of next pay increase

18) Date of applicant's last pay increase

19) Amount of last pay increase

12B) Gross Earnings

Type	Year to Date	2005	2006
Base Pay	Thru	\$	\$
Overtime	\$	\$	\$
Commissions	\$	\$	\$
Bonus	\$	\$	\$
Total	\$	\$ 8764.24	

Rations

\$

Flight or Hazard

\$

Clothing

\$

Quarters

\$

Pro Pay

\$

Overseas or Combat

\$

Variable Housing Allowance

\$

20. Remarks (If employee was off work for any length of time, please indicate time period and reason)

Plant Clerk 10-28-10

Part III - Verification of Previous Employment

21) Date Hired

23) Salary/Wage at Termination: For ☐ Year ☐ Month ☐ Week ☐ Hour

22) Date Terminated

Base

Overtime

Commissions

Bonus

24) Reason for Leaving

25) Position Held

Part IV - Authorized Signature - Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.S., FmHA/FHA Commissioner, or the HUD/CFO Assistant Secretary.

26) Signature of Employer

David Cockrell

27) Title (Please print or type)

Plant Clerk

28) Date

12-13-10

29) Print or Type name signed in Item 26

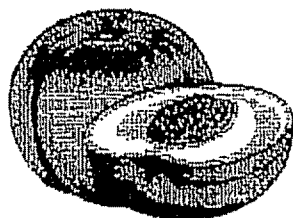
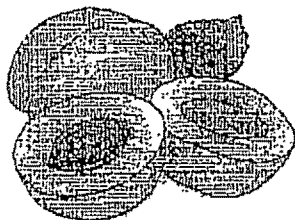
David Cockrell

30) Phone No.

209-572-5710



2801 Finch Rd
Modesto, CA 95354



THIS FAX CONTAINS CONFIDENTIAL INFORMATION

TO: *Rosalinda*

PAGES 2

FROM: *Laurel Cockrell*

PHONE: 209-572-5710

FAX: 209-572-5231

DATE: 12/13/10

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CALDERON_MEMO P&A.pdf	BMOKRI634298290528497502	2010-92794	1/5/2011 12:57:32 PM
CALDERON_DECL MARK S.pdf	BMOKRI634298290528653753	2010-92794	1/5/2011 12:57:32 PM
CALDERON_DECL GANTER.pdf	BMOKRI634298290528653754	2010-92794	1/5/2011 12:57:32 PM
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